

FILED
Clark
District Court

1
2 **IN THE UNITED STATES DISTRICT COURT**
3 **FOR THE**
4 **NORTHERN MARIANA ISLANDS**

SEP 29 2006

For The Northern Mariana Islands
By _____
(Deputy Clerk)

5 **ABELLANOSA, JOANNA, et al.,**

6 Plaintiffs,

7 v.

8 **L&T INTERNATIONAL CORP.,**

9 Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

10 I, Gloria Pomarejos, hereby declare as follows:

- 11 1. I am over the age of eighteen years old, have personal knowledge of the
12 facts set forth herein, am competent to testify as to these facts if called as a
13 witness in a court of law, and if called would testify as stated herein.
14 2. On or about February, 2004, I was recommended by DOL, Job
15 Placement Division to L&T. I was called to submit all the documents needed
16 for processing my employment papers.

17
18 I.
19 MEDICAL FEES

20 (Physical Examination Fee
and Health Certificate Fee)

- 21 3. Baby gave me and asked me to complete certain documents and sign
22 them, which I did. I gave the completed to Baby Lopez at the HR office. Baby
23 Lopez then asked for my health certificate which she noted. Baby told me
24 that I would need to get a new medical examination and health certificate
25 before my employment application/documentation could be completed and

ORIGINAL

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1 processed.

2 4. I asked her how the medical examination and health certificate are going
3 to be paid for. Baby said you pay for it now and on your renewal L&T will pay.
4 I understood this to mean that if I did my job and not violate any company
5 rules, that I would be renewed for a second year and that during that second
6 year L&T would pay/repay for the health examination and health certificate
7 fees.

8 5. Baby instructed me that after the medical examination, I should go to
9 Health Services at DOL and bring back my health certificate, and at that time
10 they can complete the processing of my employment application papers.

11 6. About a week or so later, when the health certificate was ready, I picked
12 it up and gave it to Baby Lopez at L&T. I paid for the physical exam and for
13 the CNMI health certificate and spent around 45 minutes to complete my
14 medical examination. I was not paid by L&T for my services and time spent
15 getting the medical examination and health certificate.

16
17 II.
CONTRACT SIGNING

18 7. My first non-resident contract was in the 1990's. Basically, annually
19 since then, each year, my employers used and had me sign a standard form
20 labor contract provided by DOL. I became familiar with the basic terms of the
21 DOL standard form contract. A copy of such standard form contract is
22 attached as Exhibit "2" to Plaintiffs' Verified Amended Opposition.

23 8. In 2004, when L&T HR staff Baby Lopez handed me their contract form,
24 with only the signature page showing , and insisting that I sign, I had no
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reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading it. The HR staff was rushing me and other applicants by insisting that I and the other applicants I saw present, hurry up and quickly sign, without delaying the document processing. From the mood and way the HR staff was acting, I was made fearful that if I didn't just sign the signature page as instructed, I would lose the job opportunity especially since none of the other applicants I saw there held up the line by or took time to read the contract document. I observed the HR staff acting the same way with other workers who signed before and after my turn. Neither Baby Lopez, nor any one else, ever showed me my contract document until the time and date they asked me (us) to sign at HR. I was never given a copy of the L&T contract document I signed before my termination on or about May 13, 2004. After my termination I was surprised when I later learned of some of the things and terms in L&T's self-styled contract.

III. PERFORMANCE EVALUATION

9. There was no individualized measurement or testing to determine my or each Packer's individual performance or production. The only production measurement or test was done by counting the output (production) from each

1 of the different lines of Packers. There was really no way for me as an
2 individual packer to control or show an increase in the number of products
3 because I was just one individual on the line with many others. In the
4 packing section our work was performed by groups of workers on so-called
5 lines. The packages or items we were assigned to work on often varied from
6 day to day. Our Head Supervisor in the packing section was Cao, Li Qun, who
7 is Chinese. When I and other Filipino workers tried to ask her questions
8 regarding our work she could not answer nor explain because she does not
9 speak English fluently. (*See Defendant's Response to Plaintiffs' First Set of*
10 *Request for Interrogatories No. 49a*).

11

12 IV.
13 TERMINATION

14 10. I was employed and worked for L&T International Corporation as a hand
15 packer until May 13, 2004, when I and other workers in the hand packing
16 section were summoned by the calling of our individual names over the public
17 address system, to report to the Human Resources (HR) office. I believe and
18 understand we were called in two batches, one about 3:00 p.m. and one about
19 5:00 p.m. (*See Deposition of Jack Torres, page 97, lines 14-17*).

20 11. I did not know why we were being called to come to HR. I thought that
21 we were being called regarding receipt of our anticipated ATM Cards that L&T
22 had previously given us and had us fill out an application for, as they told me
23 and other workers present, to make it easier and more convenient for (us)
24 workers to access and get our anticipated bi-weekly wage payments without
25 having to stand in line waiting for and trying to cash payroll checks. I was

1 made more assured of my continued employment and anticipated pay check
2 by L&T having asked me and other workers to set up these ATM accounts to
3 facilitate our anticipated payroll check payments.

4 12. As we arrived at the designated meeting room, I observed other workers,
5 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
6 staff, were present at the May 13, 2004 meeting.

7 13. I did not see or hear Corazon Quing read or reading from any document
8 or the so-called "communication plan" as described and stated in Exhibit "A"
9 attached to the Declaration of Corazon Quing.

10 14. More specifically, I (we) were not told as stated by Corazon Quing that we
11 the workers, had the right to appeal our termination to the "Legal
12 Department" of L&T or to any one else.

13 15. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,
14 2004 meeting, informed us, that the purpose of the so-called second check
15 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,
16 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,
17 as proposed RIF workers, that I (we) be given "written notice of separation at
18 least 15 days prior to the effective date of separation, or severance pay in lieu
19 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines
20 20-24).

21 16. It was my honest belief that I and my co-workers were terminated on May
22 13, 2004 and that the termination was effective immediately on and from May
23 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting
24 that today (May 13, 2004) was our last day of employment and they demanded
25 that we give up and turn in our company ID cards which were required and

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1 needed for company employees to freely enter company premises; and more
2 importantly, our I.D.s were swipe-cards for the time-clocks so we could not
3 clock in or out without them, in addition to being required to "turn over any
4 and all company properties in your possession... on or before May 13, 2004"
5 as stated in the Notice of Termination. (See Ex. "D," Defendant's
6 Memorandum).

7 17. As a result I believed and felt that I was terminated and forced to stop
8 working on May 13, 2004, the same date that the Notice of Termination (dated
9 May 12, 2004) was given to me. Hence, I was not given the required prior
10 notice of termination and/or of the RIF.

11 18. I and the other plaintiffs worked a set work schedule and shift, and
12 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,
13 for a total of forty-two (42) hours each work week, which included two (2) hour
14 overtime each work week while employed at L&T. At the time of my
15 termination, no one from L&T offered to assist me in finding other employment
16 or told me that they would or could assist me in getting work with affiliate
17 companies of L&T.

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20 V.
EMOTIONAL DISTRESS
21

22 19. I was so disappointed when it was announced to us that we were
23 terminated. All of us who went up to the L&T conference room were given
24 termination letters. I felt so embarrassed and insulted by the sudden
25

1 termination. The way L&T broke the news of termination to us, not individually
2 or privately, but *en masse* in front of all the other employees, resulted in wailing,
3 crying and shouting and pandemonium among the workers present; I and the other
4 workers present were crying and hugging each other and trying to console one
5 another.

7 20. At night, I could not sleep. I keep on crying and worrying. I always lay
8 awake thinking about my children and their future, the bills we have to pay,
9 and where to get the money to pay all our daily expenses.

10 21. My husband had been out of job for years already. Sometimes my
11 husband had to collect softdrink cans and sell them, the money is then used
12 to buy diaper for our baby, soap and butane.

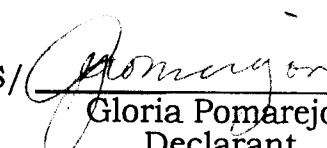
14 22. For several months after L&T terminated my employment, I was suffering
15 from severe head aches. I have already pawned all my appliances and jewelry
16 to support our needs. And I was not able to redeem those valuables.

17 23. I felt physically and emotionally drained due to severe emotional distress
18 caused by termination by L&T.

20 I declare under penalty of perjury that the foregoing is true and correct
21 and that this declaration was executed this 29th day of September, 2006.
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/S/ 
Gloria Pomarejos
Declarant

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